

## EXHIBIT A

### **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT BETWEEN PACIFICORP DBA ROCKY MOUNTAIN POWER AND Utah Clean Energy FOR ELECTRIC VEHICLE INFRASTRUCTURE PROGRAM CONFIDENTIAL INFORMATION**

This Confidentiality and Non-Disclosure Agreement (“Agreement”) is entered into effective the 17 day of September 2021, by and between PacifiCorp, doing business as, Rocky Mountain Power, an Oregon corporation (the “Company”), and Utah Clean Energy, a Utah nonprofit corporation (the “Organization”), each a “Party” and together the “Parties.”

#### Recitals

A. The Company has submitted confidential information and may submit additional confidential information to the Public Service Commission of Utah (“Commission”) in connection with Docket No. 20-035-34, Application of Rocky Mountain Power for Approval of its Electric Vehicle Infrastructure Program (“EVIP Application”).

B. The Company requested the Commission enter a protective order preventing intervening parties from accessing the confidential information.

C. The Organization is an intervening party in the EVIP Application and is seeking access to the confidential information filed and to be filed by the Company in the pending matter.

D. The Company and the Organization wish to enter into an agreement to govern the terms pursuant to which the Organization may have access to the confidential information.

#### Agreement

NOW THEREFORE, the Parties agree as follows

1. Definitions. For purposes of this Agreement, the following terms are defined as follows:

a. “Documents” means and includes all written, recorded or electronic graphic matters of any kind or nature whatsoever, and shall extend to any subsequent compilation, summary, quotation or reproduction thereof prepared at any subsequent time in any subsequent form or proceeding, in whole or in part.

b. “Confidential Information” means and includes any Documents and all contents thereof made available by the Company to the Organization in connection with the EVIP Application that are marked “Confidential.”

c. “Authorized Persons” means and is limited solely to the attorneys, analysts, and employees of the Receiving Party (defined below) who will assist counsel in the evaluation and analysis of the EVIP Application. No person shall be an Authorized Person under this Agreement unless such person is qualified pursuant to paragraph 2.c. below.

d. “Authorized Use” means and is limited to use solely to evaluate and analyze the EVIP Application.

e. “Disclose,” “make disclosure of” or “disclosure” means and includes the dissemination to any person, firm, corporation, or other entity the contents of a Document, whether that dissemination is made by means of the transmittal or transfer of the original or a copy of that Document or any verbal or other dissemination of the contents of the Document.

f. “Producing Party” means the Party that is producing the Confidential Information.

g. “Receiving Party” means the Party that is receiving the Confidential Information.

2. Confidentiality; Disclosure. All Confidential Information and the disclosure thereof shall be subject to the following restrictions:

a. A Receiving Party shall not disclose any Confidential Information to anyone other than its Authorized Persons for Authorized Use.

b. When Confidential Information has been produced in hard copy or in some other form, the Receiving Party shall make no copies or reproduction of any kind or nature whatsoever. Unless otherwise ordered, Confidential Information shall remain under protective or other order of the Commission, shall continue to be subject to the protective requirements of this Agreement, and shall be returned to counsel for the Producing Party within 30 days after final settlement or conclusion of any matter, including administrative appeal or judicial review, related to the EVIP Application. Alternatively, the Organization may certify within 30 days after final settlement or conclusion of any matter, including administrative appeal or judicial review, related to the EVIP Application, that the Confidential information has been destroyed. Counsel who are provided access to Confidential Information pursuant to the terms of this Agreement may retain their notes, work papers or other documents that would be considered the attorneys’ work product created with respect to their use and access to Confidential Information. An analyst or employee accorded Confidential Information, pursuant to this Agreement, shall provide to counsel for the Organization their notes, work papers or other documents pertaining to the Confidential Information. Counsel shall retain those documents with counsel’s documents.

c. The foregoing notwithstanding, the Receiving Party may not disclose Confidential Information to an Authorized Person unless, prior to the disclosure of such Confidential

Information, the Authorized Person has signed a Nondisclosure Agreement in the form attached hereto as "Exhibit 1" and incorporated herein by reference. Upon execution of "Exhibit 1," the signed originals shall be furnished to counsel of record for the Producing Party.

3. Continuation of Protection. The provisions of this Agreement, insofar as they restrict the disclosure and use of Confidential Information shall, without written agreement of the Parties or further order of the Commission, or if appropriate, a court of competent jurisdiction, continue to be binding until superseded by an order of the Commission.

4. Litigation. To the fullest extent permitted by law, each of the Parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each Party further waives any right to consolidate, or to request the consolidated of, any action in which a jury trial, has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date first written above.

**ROCKY MOUNTAIN POWER**

  
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*Signature*

Name: Stephanie Barber Renteria

Date: 9/20/21

Utah Clean Energy (Organization)

  
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*Signature*

Name: Hunter Holman

Date: September 17, 2021